

INVITATION FOR BID

NO. J04288

TO FURNISH, DELIVER & INSTALL
A VIDEO CONFERENCING SYSTEM
FOR THE JUDICIARY
STATE OF HAWAII

MAY 2004

THE JUDICIARY, STATE OF HAWAII
HONOLULU, HAWAII
May 12, 2004

INVITATION FOR BID
NO. J04288

Competitive sealed bids TO FURNISH, DELIVER, & INSTALL A VIDEO
CONFERENCING SYSTEM, The Judiciary, State of Hawaii, will be received at:

The Judiciary
State of Hawaii
Fiscal & Support Services Division
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813-2807

up to and will be opened at May 21, 2004, 2:00 p.m. HST,

Bids received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site <http://www2.hawaii.gov/jud> and must be in accordance with the accompanying instructions.

Janell Kim
Asst. Fiscal & Support Services Administrator

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SECTION ONE SPECIFICATION

1.1. SCOPE

Work in this contract shall consist of furnishing, delivering and installing a Video Conferencing System for the Judiciary, State of Hawaii. . The Contractor shall be responsible for all costs of labor, tools, equipment, cabling, accessories and other appurtenances necessary to provide equipment and services. Electrical work to supply power to the Video Conferencing System will be done by The Judiciary. All work shall be performed in accordance with these Special Provisions, the attached Specifications and the General Conditions dated February 2001.

1.2. SPECIFICATIONS

The system's electronic circuitry shall be of current solid state design. All power supplies shall be UL listed. **Offerors shall bid on only Polycom parts** and they must meet or exceed the following specifications for each item.

Polycom Part No.	Description
2200-10800-001	VSX 7000 (NTSC) includes: English Remote, North American power cords, IP only (network modules ordered separately), 1st Year Standard Service
2215-20523-001	VSX 7000 series Quad BRI Module, includes cables
NT1-QUAD	Network Terminal Interface for ISDN
2200-20560-001	People+Content for VSX 7000 Series (includes Visual Concert VSX)
2200-21330-001	VSX 7000 Additional Display Adapter Kit
5150-21297-001	VSX MultiPoint Software License Key
5150-21402-001	Embedded Encryption (AES) Software License Key
2230-52225-001	Polycom media Center Cart/Display Package-34 inch
2230-52225-001	Polycom media Center Cart/Display Package-34 inch
2624-10770-001	Elmo Document Camera
4870-00001-002	VSX7000 Installation - on-site installation of system and certain collaboration tools
4870-00001-308	Premier Plus, 3 Yr, VSX7000, next business day on-site labor & parts, telephone tech support during business hours, software updates & upgrades

Optional Equipment

2230-52226-001	Polycom media Center Cart/Display Package-(2) 34 inch
2215-20730-001	VSX Microphone kit with 10' cable

Quality of Product. Equipment offered for purchase shall be new, in normal working condition and in accordance with the manufacturer's specifications. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

Materials and parts shall also be new, first quality and equal to materials of new equipment.

Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

In addition, to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Officer-in Charge, it may

be considered non performance of contract.

1.3. DELIVERY

The Video Conferencing System shall be delivered and installed within sixty (60) days of notice to proceed to the following location:

Second Circuit Court
Hoapili Hale
2145 Main Street
Wailuku, HI 96793

Equipment purchased under the option to purchase additional units shall be delivered with 60 (sixty) days from the date of order or date of purchase order. A representative of the Contractor and the Officer-Charge shall be present at the delivery site for purposes of visual inspection and, if necessary, instruction in the use of equipment. Prior to delivery, Contractor must contact Colin Rodrigues at the Circuit Court of the Second Circuit, or his designee, who may be reached at (808) 244-2855 to coordinate delivery arrangements.

1.4. MAINTENANCE

The Contractor shall perform complete maintenance and repair service, including inspections and emergency calls for all equipment included under this contract. Service shall include regularly scheduled maintenance tasks and inspections for each unit. All maintenance tasks and inspection shall consist of, but not limited to furnishing of all labor, equipment, parts, materials and tools necessary to perform a thorough servicing of all integral parts, adjusting, and replacing of all parts where needed to keep the units in continuous operating condition.

The Contractor shall not be responsible for repairs due to flagrant vandalism, fire, storm or related damages which can be attributed to causes beyond his control. However, the Contractor shall be responsible for such repairs if the damages are caused by the Contractor's failure to properly maintain and repair the equipment, e.g., failure to reinstall protective covers causes the motor to burn during rainstorm.

All services performed will be subject to inspection by the Officer-in-Charge or a representative of the Judiciary and shall include applicable items listed, but not be limited to the following:

A. Non-emergency

Thirty (30) minutes call back response after the placement of initial trouble call to the Contractor. If on-site assistance is required, the technicians shall respond to within four (4) hours from the placement of the trouble call to the contractor.

If on-site assistance is not required, the technicians shall respond to remote dial-up service within one (1) hour from the placement of the trouble-call to the contractor.

B. Emergency

Thirty (30) minutes call back response after the placement of initial trouble call to the Contractor for on-site assistance is required, the technicians shall respond to within two (2) hours from the placement of the trouble call to the contractor.

If on-site assistance is not required, the technicians shall respond to remote dial-up service within thirty (30) minutes from the placement of the trouble-call to the contractor.

C. Servicing

Exceptions to the response times shall be made, provided that other Judiciary approved arrangements have been made.

Maintenance and servicing shall be provided during the court's normal business hours. In the event the Judiciary requests the Contractor to perform repairs after normal working hours, the Judiciary shall compensate the Contractor only for the difference between his normal labor rate and overtime labor rate.

Contractor must offer annual maintenance/service contract options after the initial warranty period expires. Periodic preventive maintenance will be made available under the initial warranty and subsequent contract period.

Operator training will be provided at the time of installation of the system.

If there is a major failure, a maintenance technician must be on-site and working on the problem until services are restored. The technician shall immediately notify the appropriate Judiciary personnel once the source of the major failure has been detected. The technician shall also inform the Judiciary personnel of status updates of the problem.

1.5. PARTS AND MATERIALS

The Contractor shall stock and maintain a supply of spare parts and materials that are required for normal repairs of the video conferencing system. The Contractor shall notify the Judiciary whenever parts are not locally available to accomplish the repairs. The Judiciary reserves the right to have the parts sent by air freight at the expense of the Judiciary.

1.6. SPECIAL INSTALLATION PROVISIONS

Work Hours

Upon approval of the Officer-In-Charge, Contractor shall schedule work between normal working hours of 8:00 a.m. & 4:00 p.m., H.S.T. Monday through Friday.

****Exception to above times****

All work resulting in the creation of 'NOISE' which will disrupt the function of the Courts or staff will have to be scheduled after hours or on weekend (i.e. impact drilling or coring of walls, ramsetting anchors or fixtures to structures, etc).

Notices

The Contractor shall call the Officer-In-Charge and give at least three (3) working days notice before starting any work.

Condition at Site

Every person bidding on this project is expected to visit the site and examine the conditions and satisfy himself as to the character and amount of the work to be performed as called for by the specifications. No additional allowance will be granted because of the lack of knowledge of such conditions.

Site Visitation - Contact Person

The person to contact prior to making the site visitation is Colin Rodrigues at the Circuit Court of the Second Circuit, or his designee, who may be reached at (808) 244-2855.

Contractor's Operations

The Contractor must employ, insofar as possible, such methods and means of carrying out his work so as not to cause any interruption or interference to the Court operations. Where the Contractor's operations would result in interruptions which would hamper the operations of the courts, the Contractor shall rearrange his schedule of work accordingly.

The Contractor shall maintain safe passageway to and from the building for the facility personnel and public at all times.

The Contractor shall remove all rubbish and clean up as to leave the premises in the same condition as existed prior to the start of work.

The Contractor shall procure and pay for all necessary permits or licenses that may be required in connection with this work.

The Contractor or Electrical sub-contractor shall follow all applicable building, electrical and fire codes.

Certified payroll records must be submitted for all electrical work performed in compliance with Chapter 104, Hawaii Revised Statutes (Wages and hours of employees on public works).

END OF SECTION

SECTION TWO SPECIAL PROVISIONS

2.1. SCOPE

Work included in this contract shall consist of Furnishing and Installing a Video Conferencing System for the Judiciary. All work shall be performed in accordance with these Special Provisions, the attached Specifications and General Conditions, dated February 2001, by reference made a part hereof and available at the following location or from our website: <http://www2.hawaii.gov/jud>

The Judiciary, State of Hawaii
Fiscal and Support Services Office
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

2.2. OFFICER-IN-CHARGE

For purposes of this contract, Mr. Richard Murakami, Information Technology & Communications (ITCD) Branch Chief, or his designee shall be designated Officer-in-Charge. The telephone number at which he may be reached is (808) 538-5314.

Mr. Colin Rodrigues, Circuit Court Administrator is designated the contact person at the Second Judicial Circuit. The telephone number at which he may be reached is (808) 244-2855.

2.3. TERM OF CONTRACT

Contractor shall enter into a contract to furnish, deliver and complete the installation of the video conferencing system within 60 days of notice to proceed and the initial period of the contract shall be for a period of one (1) year unless otherwise approved by the Administrative Director. Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for not more than two (2) additional twelve (12) month periods without rebidding, upon mutual agreement in writing at least sixty (60) days prior to expiration, and provided the contract price for the extended period remains the same as the previous years contract price or is negotiated as set forth in the Contract Price Adjustment provisions which follows:

1. Rate increases that are approved for the same services provided to other customers may be negotiated with the Judiciary for consideration.

The Judiciary may terminate the contract at any time with 30 calendar days prior written notice.

2.4. DELIVERY

The Contractor shall deliver and install the Video Conferencing System to the Judiciary within sixty days of notice to proceed. Failure to meet the delivery date, will be subject to Liquidated Damages as stated in the Special Provisions.

The system to be furnished hereunder shall be delivered and installed to the Second Circuit Court of the Judiciary. Offers shall be rejected as non-responsive when submitted on a basis other than F.O.B. destination.

2.5. OFFEROR QUALIFICATION

- a. Experience: At the time of bidding and throughout the maintenance period, offeror shall have an established place of business and be fully qualified to service their installed equipment, shall have available, both factory-trained certified technicians and an adequate supply of parts for the repair and maintenance of the equipment.
- b. References. Offeror shall list TWO (2) Hawaii governmental agencies and/or business firms to whom bidder has sold, installed and/or serviced a video conferencing system. Include at least TWO (2) references which cover the above bidder-installed equipment for which he is providing continuous maintenance under a service contract (agreement). Offeror shall have on staff at time of bid, factory-trained technicians who shall have a minimum of one (1) year experience with maintaining and installing the type video conferencing system bid. The Judiciary reserves the right to contact any of the listed agencies and/or firms to inquire about the quality and reliability of the equipment and service being provided by the offeror. The Judiciary reserves the right to reject the bid submitted by any offeror who has not furnished and/or installed a video conferencing system and performed services that is similar in nature to services required in this bid or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)
- c. Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for bid. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible to requests or complaints. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the maintenance of the video conferencing system for the duration of the lease period. Failure on the part of the Offeror to meet this requirement shall result in rejection of bid.

2.6. OFFER PREPARATION

Any bid offering terms and conditions contradictory to those included herein shall be rejected without further consideration.

2.6.1. Legal Name

Offeror is requested to submit its bid under its exact legal name as registered at the Department of Commerce and Consumer Affairs. Failure to do so may delay proper execution of the contract.

2.6.2. Offer Price

Offer price shall include all costs required to furnish, deliver and install a video conferencing system as outlined in these Specifications. All costs shall include any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

2.6.5. Proposal Guarantee

A Proposal Guarantee is NOT required for this Bid Proposal.

2.6.6. Tax Liability

Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If however, an OFFEROR is a person exempt by the HRS from paying the GET and therefore not liable

for the taxes on this solicitation, OFFEROR shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

2.6.7. Tax Clearance

Pursuant to §103D-328, HRS, the successful OFFEROR shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

The tax clearance certificate may be obtained from the following site:

<http://www.state.hi.us/tax/2003/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

2.6.8. Certificate of Compliance

Pursuant to §103D-310(c), HRS, the successful OFFEROR shall be required to submit an approved certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary.

The application for the certificate is the responsibility of the OFFEROR, and must be submitted directly to the DIR. and not the Judiciary.

2.6.9. Certificate in Good Standing

To be eligible for award, the OFFEROR must comply as follows:

Hawaii Business. A business entity referred to as a “Hawaii Business”, is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit a certificate. An OFFEROR’s status as sole proprietor or other business entity and its business street address indicated on the Offer Form (OF-1) will be used to confirm that the OFFEROR is a Hawaii business.

Compliant non-Hawaii business. A business entity referred to as a “compliant non Hawaii Business” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, OFFEROR shall submit a *CERTIFICATE OF GOOD STANDING*.

To obtain a *CERTIFICATE OF GOOD STANDING* go online to: www.BusinessRegistrations.com and follow the prompt instructions. To register or obtain a “*CERTIFICATE OF GOOD STANDING*” by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The “*CERTIFICATE OF GOOD STANDING*” is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. Offerors are advised that there are costs associated with registering (\$25.00 - \$100.00) and obtaining a “*CERTIFICATE OF GOOD STANDING*” (\$25.00) from the DCCA.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the

Judiciary as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. In addition to a tax clearance certificate an original “*CERTIFICATE OF GOOD STANDING for FINAL PAYMENT*” (SPO Form 22) will be required for final payment. A copy of the form is also available at: <http://www2.hawaii.gov/StateFormsFiles/Form22.pdf>

2.6.10. Joint Contractors

Offeror may subcontract portions of this project. Offeror shall be the Primary Contractor and be liable for all work performed under this project.

2.7. BID QUOTATION

All bids shall be submitted on the forms provided and shall be in accordance with the terms and conditions stated herein.

Bid price(s) quoted shall be based on delivery and installation to destination and shall include all other costs and applicable taxes. Bids subject to any price increase other than as provided by these special provisions shall not be considered.

If any of the requested information is not furnished in the blank spaces provided on the Offer Form pages, the State will not be able to evaluate the bid item(s). Accordingly, the bid item(s) shall be non-responsive and shall not be considered for award as no bidder will be allowed to furnish missing information after bid opening.

2.8. WARRANTY & EQUIPMENT INFORMATION

- A. **Warranty.** The Contractor shall warrant against defects in material and workmanship to include all parts and labor for a minimum period of one year from the date of acceptance by the State. It shall be free from defects which may render it unfit for use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications. Failure to replace or to remove any rejected item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

The warranty service shall be provided on an on-call basis between the hours of 7:45 a.m. - 4:30 p.m. HST, Monday through Friday, excluding State holidays, and for repair or replacement of any damaged, defective or faulty parts, at no additional charge to the Judiciary. In addition to any other remedies which the Judiciary may have under the Agreement or otherwise, Contractor agrees that if the quality of the goods or services is not satisfactory as judged by the Administrative Director of the Courts, it may be considered as non-performance of contract. Bid shall also include warranty maintenance of equipment. Bidder must bid on all items to qualify for award.

- B. **Brand Name and Number.** Bidders shall provide the exact brand or manufacturer name and exact product model number, order number or other identifier(s) for each product offered. Failure to do so or the inclusion of remarks such as “as specified” shall be sufficient grounds for rejection of the bid item. If additional space is needed to provide complete product information, bidders may attach a separate sheet for that purpose. If any of the called for elements of product information are missing from the bidder’s offer, the State will be unable to determine from the information given whether the product is acceptable or not.

No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

- C. Brochures and/or Specifications Literature. Offeror shall submit with the bid current brochures and/or specifications literature verifying that the equipment offered conforms to the specifications required. Upon request, bidder shall furnish at his own expense, within five (5) working days from date of The Judiciary's request, any further information required to determine acceptability of equipment offered. Offeror shall include operating, instructions, and technical manuals for the equipment ordered.

2.9. QUANTITY

An initial purchase of the basic system will be made upon awarding of the contract with an option to purchase additional units or Optional Equipment (if any) listed in the proposal at the bid price during the contract period.

2.10. SUBMISSION OF PROPOSAL

Offerors shall submit three (3) copies (1 original, 2 copies) of the Proposal Submission Packet. Completed proposals must be submitted no later than 2:00 p.m. HST on May 21, 2004, to:

The Judiciary, State of Hawaii
Fiscal Support Services Office
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807
Attention: Kathleen Kim

PROPOSALS RECEIVED AFTER THE ABOVE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

2.11. CONTRACT AWARD

Award, if any, shall be made to the responsible Offeror submitting the lowest Total Bid price to furnish deliver and install a Video Conferencing System..

2.12. CONTRACT EXECUTION

The successful Offeror receiving the award shall be required to enter into a formal written contract with the Judiciary. The following documents are required for award of a contract: An original or certified copy of a tax clearance issued by the Hawaii State Department of Taxation and Internal Revenue Service, Certificate of Compliance issued by the Department of labor, and Certificate in Good Standing issue by the Department of Commerce and Consumer Affairs. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

2.13. CONTRACT BOND

Contract Bond is NOT required for this contract.

2.14. INVOICING AND PAYMENT

Contractor shall submit on a monthly basis, the original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii
Second Circuit Court Fiscal Office
2145 Main Street
Wailuku, Hi 96793

Section 103-10, Hawaii Revised Statutes, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the Judiciary will reject any bid submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, H.R.S., as amended.

The Judiciary will not recognize any requirement established by the Contractor and communicated to the Judiciary after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

2.15. DELIVERY EXTENSION

If Contractor fails to deliver within the time allowed, liquidated damages as specified above shall apply. However, Contractor shall not be held responsible for delay due to reasons beyond its control, provided he notifies the Assistant Fiscal Support Services Administrator of such delay and the reasons for such delay, as soon as practicable, and requests extension prior to the delivery deadline. Requests for extensions shall not be considered without documentation substantiating that the causes for delay were, in fact, beyond the control of the Contractor. The Judiciary shall be the sole judge of whether such delay is truly beyond the control of the Contractor and whether extension will be granted.

2.16. DELIVERY AND SITE PREPARATION

Delivery of Video Conferencing System will be completed within sixty (60) calendar days following notice to proceed.

Contractor shall provide requirements/instructions for site preparation to the Judiciary within seven (7) days after receipt of order. The Judiciary shall at its own expense be responsible for having the site for the Video Conferencing System cleared and prepared and shall provide the required electrical services.

Any delivery to the point of installation where adequate access is not available, requiring movement of equipment upstairs, through windows, etc. may be quoted by the Contractor as an additional cost, subject to the prior approval and acceptance by the Judiciary. The Judiciary reserves the right to cancel the purchase order without penalty should the agency not accept the additional delivery cost.

The Contractor shall deliver and set the equipment in place, make the final connection between component units and provide performance and safety testing to insure that the equipment is in proper operating condition.

2.17. TRAINING OF PERSONNEL

Contractor shall provide trained personnel qualified to give instructional help in the proper operation of the equipment. This service shall be made available within twenty-four (24) hours after installation and at no additional cost to the Judiciary. Instruction and operation manual(s) for the equipment shall be provided by the Contractor.

2.18. OTHER SPECIAL PROVISIONS

2.18.1. Termination for Cause

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.
9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be off set from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

2.18.2. Liquidated Damages

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the Contractor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the Contractor.

2.18.3. Interpretation of Provisions

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Assistant Fiscal and Support Services Administrator, or the interpretation made by

the Assistant Fiscal and Support Services Administrator, shall govern and control. In addition, the parties hereto agree that said Assistant Fiscal and Support Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

2.18.4. Conflicts and Variations

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION

SECTION THREE BID PROPOSAL

**FURNISH DELIVER AND INSTALL A VIDEO CONFERENCING SYSTEM
FOR THE JUDICIARY, STATE OF HAWAII**

Offeror: _____

Honolulu, Hawaii

_____, 20_____

Asst. Fiscal Support Services Administrator
The Judiciary, State of Hawaii
Kauikaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Asst. Fiscal Support Services Administrator:

The following bid proposal is made to provide the goods and service indicated in the following proposal schedule to the Judiciary, State of Hawaii, at the location(s) required in the specifications, all according to the true intent and meaning of the specifications hereinafter contained.

The undersigned states that he has carefully read and understands the terms and conditions specified in the proposal, the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request, for this contract, and that the Assistant Fiscal Support Services Administrator reserves the right to reject any or all bids and to waive any defects when in his opinion such rejection or waiver will be for the best interest of the Judiciary.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to FURNISH DELIVER AND INSTALL A VIDEO CONFERENCING SYSTEM FOR THE JUDICIARY, STATE OF HAWAII, in strict compliance with the Agreement, Specifications, Special Provisions, and General Condition and Procedural Requirements, dated February 2001 respectively by reference made a part hereof and available upon request, for the Total Bid Price of:

_____Dollars (\$_____).

The undersigned represents: **(Check ✓ one only)**

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation _____

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

☐ Other _____

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____

City, State, Zip Code _____

Business address (**Hawaii street address**): _____

City, State, Zip Code _____

Date: _____

Respectfully submitted,

Telephone No.: _____

Authorized (Original) Signature

Fax No.: _____

Email Address:

Name and Title (Please Type or Print)

The following proposal is hereby submitted to furnish deliver and install a Video Conferencing System . The Video Conferencing System shall be delivered within 60 days of notice to proceed.

I. Video Conferencing System:

Part No.	Description	Cost
2200-10800-001	VSX 7000 (NTSC) includes: English Remote, North American power cords, IP only (network modules ordered separately), 1st Year Standard Service	
2215-20523-001	VSX 7000 series Quad BRI Module, includes cables	
NT1-QUAD	Network Terminal Interface for ISDN	
2200-20560-001	People+Content for VSX 7000 Series (includes Visual Concert VSX)	
2200-21330-001	VSX 7000 Additional Display Adapter Kit	
5150-21297-001	VSX MultiPoint Software License Key	
5150-21402-001	Embedded Encryption (AES) Software License Key	
2230-52225-001	Polycom media Center Cart/Display Package-34 inch	
2230-52225-001	Polycom media Center Cart/Display Package-34 inch	
2624-10770-001	Elmo Document Camera	
4870-00001-002	VSX7000 Installation - on-site installation of system and certain collaboration tools	
4870-00001-308	Premier Plus, 3 Yr, VSX7000, next business day on-site labor & parts, telephone tech support during business hours, software updates & upgrades	
Total *		

Optional Equipment

Part No.	Description	Cost
2230-52226-001	Polycom media Center Cart/Display Package-(2) 34 inch	
2215-20730-001	VSX Microphone kit with 10' cable	

* TOTAL BID AMOUNT should agree with Total Bid Price on page 1 of this Bid Proposal Offer Form. Total Bid Price shall include all and any miscellaneous costs, Hawaii General Excise Tax, and any and all other costs incurred for this project.

II. Additional Information

A. AUTHORIZED SALES/SERVICE REPRESENTATIVE

Company Name	Address	Phone/Fax/email

B. JOINT CONTRACTORS/SUBCONTRACTORS

The Offeror certifies that the following is a complete list of all contractors and subcontractors who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those joint contractors and subcontractors listed shall be allowed to perform work on this project and that all other work necessary shall be performed by the Offeror with his own employees. If no joint contractor or subcontractor is listed, it shall be construed that all of the work shall be performed by the Offeror with his own employees.

Provide the complete firm name, address and phone number of the joint or subcontractor.

Subcontractor Name	Address	Phone/Fax/Email

C. REFERENCES

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED BID.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished an Video Conferencing System and performed or is currently performing maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section, of the enclosed Bid Proposal.

Company/Agency Name & Contact	Address	Phone/Fax/email

D. Name and Address of Local Representative

Company Name & Contact	Address	Phone/fax/email